

CITY OF FAIRFIELD

RESOLUTION NO. 2016 - 292

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING
THE CITY MANAGER TO EXECUTE AMENDMENT 1 TO THE AGREEMENT FOR
ASSESSMENT AND PREDESIGN BETWEEN THE CITY OF FAIRFIELD AND KASL
CONSULTING ENGINEERS, INC. FOR THE EAST TABOR AVENUE SIDEWALK
GAP CLOSURE PROJECT**

WHEREAS, on June 7, 2016, the City of Fairfield entered into an Agreement with KASL Consulting Engineers, Inc. for design services for the Assessment and Predesign for the East Tabor Avenue Sidewalk Gap Closure Project; and

WHEREAS, coordination with Union Pacific Railroad (UPRR) has delayed the geotechnical work and UPRR will require KASL to pay for flagging services; and

WHEREAS, additional services for design and survey work are required; and

WHEREAS, Amendment 1 to the Agreement extends the completion date to July 31, 2017 and increases the total compensation by \$8,321.25 for a new not to exceed amount of \$83,212.49.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield that certain Amendment No. 1 to the Agreement with KASL Consulting Engineers, Inc. for the assessment and preliminary design services for the East Tabor Avenue Sidewalk Gap Closure Project, for an amount not to exceed eleven thousand, seven hundred thirteen dollars and thirty-one cents (\$11,713.31).

Section 2. The Director of Public Works is hereby authorized implement the above mentioned Amendment.

PASSED AND ADOPTED this 20th day of December, 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Harry T. Price
MAYOR

ATTEST:
Karen L. Rees
CITY CLERK
pw

AMENDMENT NO. 1

**TO AGREEMENT FOR CONSULTING SERVICES BETWEEN CITY OF
FAIRFIELD AND KASL CONSULTING ENGINEERS, INC. FOR THE
EAST TABOR AVENUE SIDEWALK GAP CLOSURE PROJECT
ASSESSMENT AND PREDESIGN**

This AMENDMENT No. 1 (hereinafter "AMENDMENT") to the Agreement for the East Tabor Avenue Sidewalk Gap Closure Project Assessment and Predesign, dated June 7, 2016, is made and entered this 23rd day of January, 2016, by and between the CITY OF FAIRFIELD, a municipal corporation (hereinafter "CITY"), and KASL CONSULTING ENGINEERS, INC. (hereinafter "CONSULTANT").

WITNESSETH

WHEREAS, on June 7, 2016, the parties entered into an AGREEMENT for the assessment and preliminary design of the East Tabor Avenue Sidewalk Gap Closure project (PROJECT); and

WHEREAS, CONSULTANT has agreed to modifications to the AGREEMENT for additional services described in Exhibit "A".

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

1. Section IV of the AGREEMENT shall be amended to include the following:

IV. **COMPENSATION OF CONSULTANT**

- G. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed **\$83,212.49**.

2. Section V of the AGREEMENT shall be amended to include the following:

V. **PERFORMANCE PERIOD**

- A. This contract shall go into effect on May 18, 2016, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on July 31, 2017, unless extended by contract amendment.

3. Exhibit "A" shall be added to the contract.

4. Except as specifically set forth herein, all terms and conditions of the AGREEMENT between the CITY and CONSULTANT, dated June 7, 2016 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 23rd
day of January, ~~2016~~
2017

CITY OF FAIRFIELD
a municipal corporation (CITY)

[Signature]

By [Signature] ⁶⁰¹¹

KASL CONSULTING ENGINEERS, INC.
(CONSULTANT)

November 28, 2016



Mr. Peter Wright
Associate Civil Engineer
City of Fairfield, Public Works Dept.
1000 Webster Street
Fairfield, CA 94533

Subject: East Tabor Avenue Sidewalk Gap Closure Project

7777 Greenback Lane

Suite 104

Citrus Heights, CA

95610

Tel. 916/ 722-1800

Fax 916/ 722-4595

Principal:

John C. Scroggs

Peter:

This is to request a time extension and a fee adjustment for the East Tabor Avenue Sidewalk Gap Closure Project. The request for time extension is due to the difficulty we have experienced in obtaining an Environmental Right of Way Agreement from UPRR to allow our geotechnical engineers, ENGEO, to take two, hand augured soil samples within the UPRR R/W. This application has been "bounced" between UPRR's offices in Omaha and in Roseville for nearly five months. On November 21, after two re-applications to UPRR, we received the UPRR Environmental Right of Entry Agreement for execution. The terms of the ROE agreement include providing UPRR with Certificates of Insurance for much higher insurance limits than either our office or ENGEO normally carry and requires special Railroad Protection Liability Insurance and Pollution Liability Insurance policies. We are also required to pay \$1000 for a UPRR flagger while geotech sampling is being conducted. We are investigating with the City whether they can be substituted as the Environmental ROE Applicant. If this is not possible, we will request that UPRR accept lower limits due to the very limited nature of the geotechnical excavation requested.

Based on the UPRR responsiveness to date, it is reasonable to expect that additional time will be required to negotiate equitable insurance requirements. Accordingly, we request a 7 month extension to July 31, 2017, to obtain the Environmental Rights of Entry Permit from UPRR. All other tasks of our Preliminary Design and Assessment Services can be completed on or before the December 31, 2016 deadline.

Our fee for the Preliminary Design and Assessment Services executed with the City, is \$71,499.18. After our meeting on October 28, we conducted a redesign of the proposed East Tabor Avenue frontage improvements to move the limits of the proposed improvements and retaining wall as close as possible to the existing East Tabor Avenue Right of Way. At the City's request, we also changed the proposed driveway entry for the United Christian Fellowship Church to a location as far east on East Tabor Avenue as possible, conducted onsite topographic surveys and base mapping of the church property east of the existing church building and prepared striping plans for East Tabor Avenue

CIVIL

WATER RESOURCES

SURVEYING

EXHIBIT A

to permit an eastbound, left turn pocket from East Tabor to the church property at the proposed east driveway location. We have determined that the additional design and survey services has required the following hours.

Project Manager	20.0 hours
Project Engineer	45.5 hours
CAD Draftsperson	16.0 hours
Admin. Assistant	3.0 hours
2-Person Survey Crew	7.0 hours



Applying the direct labor rates, fringe benefits, indirect costs and fees included in our June 23 Agreement with the City, results in an additional proposed fee of \$10,713.31. Adding the \$1000 fee for the UPRR flagger increases this request for additional fees to \$11,713.31.

Thank you for your consideration of this request for time extension and fee adjustment. Please contact us with any questions or comments.

Very truly yours,

KASL Consulting Engineers

A handwritten signature in black ink, appearing to read "John C. Scroggs".

John C. Scroggs